

227536 C.H.J.

REAL ESTATE MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, That Blanche Cates and C. W. Cates, her husband

a of Tulsa County, Oklahoma, parties of the first part, have mortgaged and hereby mortgage to John W. Smith and Rosa M. Smith of Tulsa County, State of Oklahoma, to-wit:

All of Lot Four (4) in Ozarka Place Addition to the City of Tulsa according to the recorded plat thereof.

888/ 36
16 day of April 1923
WAYNE L. ADKINS, County Treasurer
A-J

with all the improvements thereon and appurtenances thereto belonging, and warrant the title to the same.

This mortgage is given to secure the principal sum of Five Hundred Eighty two and 50/100 (\$582.50) DOLLARS,

with interest thereon at the rate of 8 per cent, per annum, payable semi annually from date according to the terms of one certain promissory note described as follows, to-wit:

Dated the 2nd day of April, 1923, issued to John W. Smith and Rosa M. Smith, signed by Blanche Cates and C. W. Cates and due and payable on or before three years from date.

Provided, always, that this instrument is made, executed and delivered upon the following conditions, to-wit: That said first parties hereby covenant and agree to pay all taxes and assessments of said land when the same shall become due, and to keep all improvements in good repair and not to commit or allow waste to be committed on the premises. and to insure, and keep insured in favor of second party, buildings on said premises.

It is further expressly agreed by and between the parties hereto that if any default be made in the payment of the principal sum of this mortgage or any interest installment, or the taxes, insurance premiums, or in case of the breach of any covenant herein contained, the whole of said principal sum, with interest, shall be due and payable, and this mortgage may be foreclosed and second parties shall be entitled to the immediate possession of the premises and all rents and profits thereof.

Said parties of the first part hereby agree, that in the event action is brought to foreclose this mortgage, they will pay a reasonable attorney's fee of Fifty and No/100 DOLLARS, which this mortgage also secures.

Parties of the first part, for said consideration, do hereby expressly waive appraisalment of said real estate and all benefit of the homestead, exemption and stay laws in Oklahoma.

Dated this 2nd day of April, 1923

Blanche Cates SEAL
C. W. Cates SEAL

STATE OF OKLAHOMA, County of Tulsa, ss:

Before me, a Notary Public in and for said County and State, on this 2nd day of April, 1923 personally appeared

Blanche Cates
and C. W. Cates, her husband

to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth.

Witness my signature and official seal the day and year last above written.
My commission expires Oct. 24, 1924. (Seal) R. D. Hudson, Notary Public.

I hereby certify that this instrument was filed for record in my office on 14 day of April A. D., 1923 at 8:30 o'clock A. M. Book 439, Page 307

By Brady Brown, Deputy. (Seal) O. G. Weaver, County Clerk.